

REMARKS

Claims 1-12 are all the claims pending in the application. By the above amendments, the change made to claims in the amendment filed October 13, 2005 is removed, since it is inaccurate. The only modification discussed in the claims is in response to a modification message sent by the sender for modifying the e-mail body. So the denial is a denial to the sender, not to the addressees. The amendment is unnecessary to distinguish over the art and adds nothing to the claims and is inaccurate, so it is being removed. No new issues are raised since it simply returns the claims to their previous form. Entry is therefore respectfully requested.

All claims stand rejected over prior art. All rejections are traversed, and it is respectfully requested that the application be reconsidered and all claims allowed in view of the following remarks.

The feature of the invention being relied on for patentability is that the modification requested by the modification message is denied if any one of the addressees has accessed the e-mail body. In the previous Office action of July 5, 2005, the examiner responded to this at page 15 as follows:

Examiner respectfully disagrees. Examiner points out that Neilsen reference still discloses that the modification of said e-mail body is denied if at least one addressee has accessed said e-mail body on said server (treating the cancel message/modify message as a normal message without modification if the recipients have seen the message, see col. 14 line 65 to col. 15 line 45 and col. 16 lines 26-60) as rejected above.

In the response filed October 13, 2005, applicants pointed out again that Neilsen does not teach the feature in question. The passage beginning a line 65 of column 14 should first be

placed in the proper context. As shown in Fig. 2 of Neilsen, that reference is dealing with an arrangement wherein an email message is sent from a sender email system 200 to a receiver email system 202. As described at lines 30-43 of column 6, a message sent by the sender is sent over the internet and stored in the receiver email system where it is processed and is no longer under the control of the sender. At columns 6-11 Neilsen then describes various details about the forming of a modify or cancel message by the sender, and at lines 17-20 of column 10 and lines 12-15 of column 11 point out that the cancel or modify messages are then sent to the recipient email system using the same prior art methods as used for sending the original email.

Beginning at line 16 of column 11, Neilsen then describes what happens at the receiving email system. A first point to note is that this is the receiving email system. It is not a “a server that operates independently from any e-mail processing means associated with each of said addressees and on which at least the body of said sent e-mail is stored” as is required of claim 1 of the present application. This is a conventional system where the emails sent by the sender are received by and stored at the receiving email system. For this reason alone, there cannot possibly be any anticipation of the present claims by Neilsen.

Returning back to the cited passage beginning at column 14, the discussion actually begins at line 16 of column 14 and relates to how a cancel message is processed by the receiving email system. Beginning at line 65 of column 14, Neilsen describes that if the email has already been seen by the recipient, the recipient is given a number of choices as to what to do with the previously sent email. The two choices are (1) deleting the original email or (2) treating the cancel message as a normal message. If the recipient elects to delete the original email, the email is deleted from the recipient’s email system. Given the language of claim 1 that existed as

before entry of the above amendments herein, this operation of Neilsen in allowing the addressee to delete the already-seen email is directly contrary to the claim, in addition to the fact that all of this is taking place on the recipient's email system and not on a separate server as required by claim 1. Thus, there is clearly no anticipation.

Beginning at line 26 of column 16, Neilsen describes what happens when the sender attempts to modify an email that has already been seen by the recipient. As is clearly described there, the sender is in fact permitted to modify the email, and the recipient is notified. This is what is described as prior art in the Background section of the present application and is exactly contrary to what is claimed in the present case.

At page 14 of the present Office action, the examiner speaks on this issue by pointing out that Neilsen allows deletion of previously sent messages if the recipient has seen the message, therefore there is modification by users/senders. But the claim is about what is not permitted. The claimed invention is about not permitting modification of an email body that has been accessed by the recipient. Neilsen does permit modification by the sender even after the email has been read, and also permits the addressee to delete, so Neilsen does not anticipate claim 1 either in its previous form or as amended. Neilsen is nothing more than the conventional email system discussed in the paragraph bridging pages 1-2 of the present application.

It is believed clear that Neilsen does not teach or suggest what is presently claimed, and is in fact directly contrary. The secondary references do not make up for the deficiency in Neilsen. All of the independent claims contain the same distinguishing feature as claim 1. Accordingly, all claims are believed in condition for allowance.

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

An extension of time is requested and being charged to Deposit Account No. 19-4880 via EFS Payment Screen.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,

SUGHRUE MION, PLLC
Telephone: (202) 293-7060
Facsimile: (202) 293-7860

WASHINGTON OFFICE

23373

CUSTOMER NUMBER

/DJCushing/
David J. Cushing
Registration No. 28,703

Date: May 23, 2006